



Borough of Madison
Hartley Dodge Memorial
50 Kings Road
Madison, NJ 07940

**AGREEMENT BETWEEN THE
BOROUGH OF MADISON**

AND THE

**BOROUGH OF MADISON
EMPLOYEES FEDERATION**

**WHITE COLLAR WORKERS
AND SUPERVISORS**

**FOR THE TERM COMMENCING JANUARY 1, 2022
AND ENDING DECEMBER 31, 2025**

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PREAMBLE

This Agreement, made this ___ day of November, 2021, by and between the BOROUGH OF MADISON, New Jersey, hereinafter referred to as the "Borough" and the BOROUGH OF MADISON EMPLOYEES FEDERATION, hereinafter referred to as the "FEDERATION," is designed to maintain and promote a harmonious relationship between the Borough of Madison and the employees covered under this Agreement, in order that efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION

Section 1

The Borough of Madison, New Jersey recognizes the Borough of Madison Employees Federation as the sole and exclusive bargaining agency in all matters pertaining to rates of pay, wages, hours of work, benefits and other terms and conditions of employment for the full time employees working under the following job titles:

SUPERVISORS

- Senior Citizen Coordinator
- Construction Code Official
- Utility Collector

WHITE COLLAR WORKERS

- Financial Assistant I
- Financial Assistant II
- Accounts Clerk
- Senior Office Assistant
- Deputy Tax Collector
- Office Assistant/Recycling Monitor
- Administrative Official
- Technical Assistant to the Construction Code Official
- Engineering Assistant/Construction Observer
- Administrative Assistant
- Receptionist
- Office Assistant
- Parking Enforcement Officer

Section 2

Exclusions from this unit are all part-time employees, Supervisors within the meaning of the act; Confidential Employees; Managerial Executives; Police Officers; Fire Fighters and Blue Collar Workers.

ARTICLE II CONTRACT PERIOD

Section 1

This Agreement shall be effective from January 1, 2022 through December 31, 2025.

Section 2

By this Agreement, the contract and all provisions shall be extended to remain in full force and effect during any period of negotiations on a succeeding contract which continues beyond the expiration date of this contract.

**ARTICLE III
HOURS OF WORK**

Section 1

All employees, with the exception of the Parking Enforcement Officer and the Office Assistant/Recycling Monitor shall be scheduled for seven and one-half (7-1/2) hours of work each day, Monday through Friday. The normal workday starts at 8:00 a.m. and ends at 4:30 p.m. All employees are entitled to one (1) hour lunch period, without pay, each day which may be scheduled between 11:30 a.m. and 2:00 p.m. on the basis of operational need.

Section 2 - Overtime

Employees shall receive their hourly rate of pay for any work over thirty-seven and one half (37-1/2) hours in a given week that they were directed to do by their Department Head. Employees shall receive one and a half (1-1/2) times their hourly rate of pay for any work over forty (40) hours in a given week that they were directed to do by their Department Head.

Section 3

Employees may take a ten (10) minute break from work in the morning and a ten (10) minute break from work in the afternoon. The specific time for this break shall be approved by their supervisor.

**ARTICLE IV
RATES OF PAY**

Section 1

Each employee will be classified in accordance with skills used and shall be paid not less than the rate for such classification in accordance with the table of job classification and rate of pay in the schedules which are attached hereto and made part of this Agreement.

Section 2

Any full time position not listed under ARTICLE I, Section 1 that is established during the life of this agreement that appears to be within the scope of this unit, shall be subject to negotiations between the Borough and the Federation. The employer maintains the right to create a new classification and to negotiate with the Federation regarding the rate of pay and benefits for such position.

Section 3

The workweek shall commence at 12:01 a.m. Sunday and end 12:00 midnight the following Saturday. All pay will be made via direct deposit and pay statements can be found online with the boroughs payment processing company.

Section 4

Management shall perform a formal written evaluation of each employee by April 1st of each year based on performance, goals and standards. All employees whose performance is satisfactory will be granted an incremental salary increase on base salary effective the following July 1st. If performance is not satisfactory as of April 1st, employees must attain a satisfactory performance rating by June 30th of that year to receive an increment effective July 1st.

Effective July 1st each year, employees hired prior to October 1st of the previous year shall be eligible to receive a \$1,200 increment added to their salary for satisfactory performance.

Section 5

- A) Within the salary ranges, which are attached to this agreement (see Appendix A), employees shall receive a salary increase of:

2.0% on base salary, January 1, 2022 2.0% on base salary, January 1, 2024; and
2.0% on base salary, January 1, 2023; 2.0% on base salary, January 1, 2025

- B) Employees receiving a promotion from one range to another will receive a 5% increase on their salary as long as that amount fits within the range to which the employee is promoted.
- C) Newly hired employees shall receive the salary increase specified under Article IV, Section 5A, six months after the date of hire or the date specified above, whichever is later.
- D) Paydays will be on the 1st and 15th of each month for a total of twenty-four pays per year. When the payday falls on a Saturday, Sunday or Holiday the Borough agrees to make pay checks available on the business day prior to that date.

Section 6

When a pay period ends in the middle of a week, the overtime for that period, will be paid to the employee in the following pay cycle.

Section 7

The pay scale for all Federation employees will be adjusted so that all Federation employees will be eligible to receive a \$1,200 increment as outlined in Article IV, Section 4 of the current contract.

Section 8

At its sole discretion, the Borough shall have the right to issue a stipend to the Federation employee if the employee takes on additional work as a result of new responsibilities including but not limited to work related to a Shared Service Agreement. The merit, dollar amount and term of the stipend shall be solely determined by the Borough. The stipend will be excluded from base pay and may be terminated by the Borough at any time.

**ARTICLE V
PROMOTIONS, DEMOTIONS AND TRANSFERS**

Section 1

It is the intention of the Borough to fill job vacancies with qualified personnel from within the bargaining unit before hiring new employees.

Section 2

Promotion is hereby defined as a move from a lower level of responsibility to a higher level of responsibility and would include an increase from a lower pay range to a higher pay range.

Section 3

Notice of all applicable job vacancies shall be posted. This notice will remain posted for five (5) days and will include job title, salary range and a brief description of the job duties including qualifications and necessary skills. Only those employees who make application during the posting period will be considered for the job.

Section 4

An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a limited trial period up to forty-five (45) days. In the event the employee does not perform satisfactorily at any time during the trial period, such employee shall be given his/her former position without any loss of seniority or pay.

Section 5

Reassignment of Personnel - When there is an operational need, an employee may be reassigned to a position in the same salary Range. A person reassigned to a position in a higher salary range who works for a thirty (30) day period or longer shall receive pay differential up to 5% more or the amount which was paid to the employee for whom the reassignment was made, whichever is less.

During the time of reassignment, a worker shall not be expected to perform the full duty of his/her regular position and the full responsibilities of the reassignment position; nor shall the employee be asked to work beyond a thirty-seven and a half (37-1/2) hour work week unless he/she agrees to it or the overtime work would have occurred with his/her regular job had the reassignment not been made. No worker shall be reassigned more than twice in one year or for a period of time totaling more than forty-five (45) days unless the worker agrees to the longer reassignment.

**ARTICLE VI
SICK LEAVE AND PERSONAL LEAVE**

Section 1

Each employee shall be entitled to thirteen (13) sick leave days at the beginning of each calendar year. Unused sick leave days shall be cumulative from year to year with a maximum accumulation of two hundred and seventy-five (275) days.

New full time employees with less than one full calendar year of service shall accumulate 1.083 sick leave days for each full month worked up to the maximum allowed.

Section 2

If an employee is on sick leave for three (3) or more consecutive days, acceptable medical evidence substantiating the illness may be requested by the Borough. After four (4) Friday or Monday absences, or any other use of sick time that management considers to be a pattern of abuse, the Borough may request medical certification.

Section 3

Employees requiring sick leave in excess of that provided for above will be granted sick leave without pay up to six (6) months with consideration by the Council through the Borough Administrator of extension beyond six months. Employees on sick leave will continue to accrue seniority.

Section 4

- A) Existing Employees: Each employee reaching retirement age will be entitled to time off with pay prior to his/her retirement date of one (1) day pay for every two (2) sick days up to a total of one hundred (100) days. For employees hired after January 1, 2006 and reaching retirement age, he/she will receive one (1) day of pay for every three (3) sick days up to a total of one hundred (100) days. For employees hired after January 1, 2018 and reaching retirement age, he/she will receive one (1) day of pay for every five (5) sick days up to a total of one hundred (100) days.
- B) New Employees: For new employees hired after January 1, 2022 and reaching retirement age, he/she will receive one (1) day of pay for every six (6) sick days up to a total of one hundred (100) days.
- C) For A & B above, no additional compensation will be made if the employee elects to continue to work during that interval.
- D) Restrictions on payment for unused sick leave
 - a. "Certain officers and Employees" as of July 1, 2007 Pursuant to N.J.S.A. 40A:9-10.2 the Borough shall not pay supplemental compensation to any "officer or employee" for accumulated unused sick leave in an amount in excess of \$15,000; except that an "officer or employee" who:
 - i. as of July 1, 2007 or upon the expiration of a collective negotiations agreement or contract of employment applicable to that "officer or employee" in effect on July 1, 2007 has accrued supplemental compensation based upon accumulated unused sick leave shall, upon retirement,
 - 1. be eligible to receive compensation for any unused sick leave accumulated as of July 1, 2007 or upon the expiration of a collective negotiated agreement or contract of employment in force on July 1, 2007 and nothing more, or
 - 2. if said "officer or employee" had accumulated less than \$15,000 in unused sick leave as of July 1, 2007 or upon the expiration of a collective negotiations agreement or contract of employment effective on July 1, 2007 then he or she shall be eligible to receive a maximum of \$15,000 for accumulated unused sick leave upon retirement;

- ii. Supplemental compensation shall be payable only at the time of retirement from a State administered or locally administered retirement system based on the leave credited on the date of retirement.

Pursuant to N.S.J.A. 40A:9-10.2 as used in this section “officer or employee” means a person appointed by the Borough Council by ordinance or resolution. As used in this section, an “officer or employee” does not include a person who is employed or appointed in the regular or normal course of employment or appointment procedures to and consented to or approved in a general or routine manner.

In addition, as used in this section, an “officer or employee” does not include a person who holds a professional license or certificate to perform and is performing as a certified health officer, tax assessor, tax collector, municipal planner, chief financial officer, registered municipal clerk, construction code official, licensed uniform sub code inspector qualified purchasing agent, or certified public work manager.

- b. All Officers or Employees hired on or after May 21, 2010 Pursuant to N.J.S.A. 40A:9-10.4, the Borough shall not pay supplemental compensation to any officer or employee who commences service with the Borough on or after May 21, 2010 for accumulated unused sick leave in an amount in excess of \$15,000.00.

Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement.

This section does not affect the terms in any collective negotiations agreement with a relevant provision in force on May 21, 2010.

Section 5

Time spent in the care of a sick family member is allowable as sick leave. No more than 5 sick days can be used in this way in any one year, however. The number of sick days used can be increased at the discretion of Management.

Section 6

- A) Each employee with at least one full year of service is entitled to three (3) Personal Days, which shall not be charged against accumulated sick leave.
- B) A Personal Day is defined as leave for purposes of attending to an urgent personal responsibility which cannot be scheduled outside of working hours. An employee shall submit notice in advance to his/her supervisor of his/her intention to use a Personal Day.
- C) New full time employees with less than one full calendar year of service shall accumulate one quarter (0.25) personal leave days for each full month worked up to the maximum allowed. Days earned in the first calendar year can be carried over to the following year. After the first calendar year, all personal time must be used by December 31 of the year in which it is earned.

**ARTICLE VII
VACATIONS**

Section 1

Vacation entitlement shall be based on the employee's date of hire according to the following schedule:

Period of Employment	Vacation
0-1 year service	One (1) day for each full month worked up to a maximum of ten (10) work days.
1 year of service	2 weeks
6 years of service	3 weeks
13 years of service	4 weeks
20 years of service	4 weeks and 1 day
21 years of service	4 weeks and 2 days
22 years of service	4 weeks and 3 days
23 years of service	4 weeks and 4 days
24 years of service	5 weeks vacation

Section 2

Beginning January 1, 2003 employees leaving the employment of the borough will have their vacation time prorated. Vacation days earned the last year of service will be determined by dividing the total vacation days allowable by twelve (12), multiplied by actual months served during that year. An exception is that those employees hired before January 1, 2003 who retire from the Borough under the N.J State Pension system shall be exempt from this pro-ration requirement.

**ARTICLE VIII
HOLIDAYS**

Each of the following holidays are recognized by the Borough and shall be paid one-day's pay at straight time without performing work:

New Year's Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

A paid holiday shall be considered as a day worked for the purpose of computing overtime. Should any of the listed holidays fall on Saturday, the preceding Friday shall be considered the holiday and paid accordingly. Should any of the listed holidays fall on Sunday, the following Monday shall be considered the holiday and paid accordingly.

ARTICLE IX MILITARY LEAVE

Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto shall be granted all rights and privileges provided by the Act.

An employee called to serve ANACDUTRA (Annual Active Duty Training) will be excused from work for this period and will be paid his/her regular daily earnings for such time he/she is required to be in ANACDUTRA attendance. Any pay received for this training will be deducted from this regular pay.

ARTICLE X FUNERAL LEAVE

Bereavement: In the event of a death of a relative who resides with an employee (within the same household), the employee shall be granted a total of five consecutive days just before or after the funeral to assist the family during the time of grief.

In the event of the death of a child, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparent or grandchild not residing with an employee, up to five days shall be granted with pay for this purpose.

In the event of the death of a cousin, aunt, uncle, spouse's grandparent, son-in-law, daughter-in-law, niece or nephew, one day with pay shall be granted to attend the funeral.

If time is needed beyond that which is granted above, the employee may use up to five sick days for bereavement or family assistance in the death of the above-listed relatives.

ARTICLE XI CREDIT FOR PRIOR SERVICE

Section 1

An employee hired by Madison who was previously employed by the State of New Jersey, a County Government in New Jersey or a Municipality in New Jersey may be given credit for this prior service at the discretion of Management.

Section 2

Employees who meet the requirements of Sec. 1, and who were previously enrolled in a Health Benefits Program, shall be allowed a smooth transition if the previous employer agrees to cooperate. The goal is for benefits to continue during the change in employment and costs are shared equitably with the previous employer.

**ARTICLE XII
JURY DUTY**

An employee called for jury duty will be excused from work for the period actually in attendance in Court and he/she will be paid his/her regular daily earnings for such time as he/she is required to be in attendance in Court.

**ARTICLE XIII
PENSION PROGRAM**

The Pension Program will be in accordance with the State of New Jersey Public Employees Retirement System Program.

**ARTICLE XIV
LAYOFF AND RECALL**

The Borough may layoff employees only due to a temporary or permanent lack of work. In such event, employees may be laid off in the order of least seniority within their respective classification. Notice of such layoffs shall be given one (1) month before the scheduled layoff simultaneously to the employee and the President or Vice President of the Federation. Any employee laid off shall be placed on the recall list for a period of one (1) year. The Borough, upon rehiring, shall do so in the inverse order of seniority. The Borough shall rehire the last employee laid off first. Notice shall be made by registered mail to the last known address of such employee. Failure to report for work within five (5) days following the posting will disqualify the employee for recall. The Borough shall not hire from the open market while employees on the recall list are capable to perform the duties of the vacant position and are ready, willing and able to be re-employed.

**ARTICLE XV
DISABILITY**

Any employee who is injured on the job will receive Worker's Compensation as follows:

- 100% of base pay for the first six months.
- 70% of base pay beyond the first six months.

**ARTICLE XVI
HEALTH CARE INSURANCE PROGRAM**

Section 1

The employees of this bargaining unit and the eligible members of their families, shall receive medical and health insurance coverage as presently afforded by the Borough to all of its members. The employees of the department covered by this Agreement and eligible members of their families shall receive medical and health insurance coverage as provided by the Borough to its other full-time employees. All employees will be eligible to participate in the State Health Benefits Direct 15 Program as it may be amended or modified hereafter. All employees will pay a minimum of the 'Attachment A' chart or contributions in accordance with state law.

Section 2

A pre-paid Dental Plan covering employees and their eligible dependents shall continue to be purchased subject to a maximum employer contribution of \$375 per employee per year.

Section 3

Pursuant to state law, an employee who agrees to turn down Health Insurance coverage shall receive a payment computed by taking 25% of the applicable health insurance premium, minus the mandatory employee contribution, up to a maximum of \$5,000.00 annually from the Borough at the end of each full year the Borough does not pay for this employee's health insurance. The employee may re-enroll for the next calendar year during open enrollment held in October. If the employee has a life style change as defined and recognized by the insurance carrier, the employee may re-enroll during the year. The payment in lieu of Health insurance coverage will then be prorated. Proof of coverage elsewhere must be provided and the carrier must not be the same as the boroughs provider to be eligible for the waiver.

Section 4

Employees shall be required to contribute his/her health benefits in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011. All employees will pay a minimum of the 'Attachment A' chart or contributions in accordance with state law.

ARTICLE XVII SAFETY AND HEALTH

Section 1

The Borough shall make reasonable provisions for the safety and health of its employees during the hours of their employment. The Borough will enforce its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The Borough will set up necessary job safety and health programs for all employees covered by this Agreement as it deems necessary, and shall provide a reasonably safe and healthful place of employment for all employees.

Section 2

The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits and good housekeeping throughout the work environment. Each employee will comply with all safety rules and regulations.

Section 3

Employee complaints of unsafe or unhealthful conditions shall be reported to the immediate supervisor and shall be promptly investigated. If necessary, corrective action shall be initiated as soon as practicable to remedy the condition within safety guidelines.

Section 4

Employees shall not be required to work under conditions of work which are unsafe or unhealthful.

Section 5

A designated and duly authorized member of the Federation may serve on the Borough Health and Safety Committee. The purpose of the Committee is to resolve borough health and safety issues.

Section 6

If an employee incurs an on-the-job injury during regular hours of employment requiring professional medical attention, the Borough will expedite such medical treatment by calling for an ambulance, if required, or providing transportation to a recognized medical facility when the injured employee can be moved.

Section 7

Safety Committee meetings shall be scheduled quarterly. The Federation shall be able to place items on the agenda of these meetings.

Section 8

Where reasonably possible, all Committee meetings shall take place during working hours and the Federation representative shall suffer no loss of pay as a result of attendance at such meetings.

Section 9

This provision shall not be construed as conveying any additional liabilities upon either party with respect to health or safety.

Section 10

References to safety are intended to include a concept of reasonable personal security and protection which shall be maintained to assure employees against physical harm.

Section 11

New employees hired after January 1, 2022 will be required to provide documentation verifying full COVID-19 vaccination status prior to their first day.

**ARTICLE XVIII
TUITION REIMBURSEMENT**

Employees are eligible for tuition reimbursement for job related courses offered by a certified educational institution to a maximum of \$500. Employees must submit a course description prior to enrollment. The Borough Administrator will determine whether a course is eligible. Upon completion of the approved course, proof that the employee satisfactorily completed requirements will be necessary for a tuition refund.

**ARTICLE XIX
DISCIPLINE AND DISCHARGE**

Section 1

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee for good and just cause.

Section 2

A copy of any written reprimand or memo to the file will be sent to the President or Vice President of the Federation the same day that it is given to the employee.

Section 3

Before an employee is suspended, the Federation President or Vice President shall be notified and may be present when the action is taken.

Section 4

The Federation President or Vice President shall be notified not less than twenty-four (24) hours prior to the discharge of any employee; he/she may meet with the Borough Administrator to review and discuss the matter within said twenty-four (24) hour period.

Section 5

When warnings are given in writing, a copy of such warning shall be given to the employee and the Federation President or Vice President.

Section 6

Any action taken by the Borough under this Article shall be subject to Article XX Grievance and Arbitration Procedure.

**ARTICLE XX
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1

A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provisions of this Agreement.

Section 2

An aggrieved employee shall present his/her grievance within five (5) working days of its occurrence or such grievance shall be deemed waived.

Section 3

In the event of such grievance, the steps hereafter set forth shall be followed:

Step 1

The employee and the Federation representative, or the employee individually, but in the presence of the appropriate representative, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days, the employee or the President or Vice President shall forward the grievance to the next step in the procedure within two (2) working days.

Step 2

The President or Vice President will discuss the grievance with the head of the department involved and the grievant. In the event the grievance is not satisfactorily adjusted the President or Vice President shall take up the grievance at the next step within two (2) working days.

Step 3

The Federation President or Vice President, the Borough Administrator and the grievant shall meet to discuss the grievance within five (5) working days of the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by the Federation within thirty (30) days.

Step 4

The Federation may take the case to arbitration. Should the Federation elect to arbitrate; the Federation will apply directly to the Public Employment Relations Commission for appointment of an arbitrator within thirty (30) days of the termination of time limits at step three (3). The expense of the arbitrator shall be borne equally by the parties. The award of the arbitrator shall be final and binding on the employer, the Federation and the employee or employees involved, and the parties agree to comply therewith. The impartial arbitrator shall only have the authority and power to interpret and apply the provisions of this Agreement to the grievance presented. The arbitrator may not alter or add to the provisions of this Agreement by the decision.

ARTICLE XXI DUES CHECK OFF

Section 1

The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Federation of \$10 bi-monthly. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974 N.J.S.A. (R.S.) 52:14-15.9e as amended.

- A) Effective on execution of this Agreement, any permanent employee in the bargaining unit who does not join the Federation within ninety (90) days thereafter, shall as a condition of employment, pay a Representation Fee to the Federation by automatic payroll deduction. The Representation Fee shall be in the amount equal to eighty-five percent (85%) of the regular Federation membership dues, fees, and assessments as certified to the Borough by the Federation.
- B) The Federation may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Federation membership dues, fees and assessments. The Federation's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Federation remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Federation and the Borough.
- C) The Federation agrees to furnish written authorization, in accordance with the law, from each employee authorizing dues deductions.
- D) The Federation will furnish the Borough a written statement of the dues to be deducted.

Section 2

No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions, by law, have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

Section 3

Deduction of Federation Dues and Representation Fees, made pursuant hereto, shall be remitted by check by the Borough to the Federation's bank account, by the tenth (10th) day of the month following the calendar month in which such deductions are made. A list of employees from whose pay the deductions were made shall be delivered to the President or Vice President.

Section 4

A new dues deduction authorization card will automatically cancel any prior authorization card on file with the Borough. Members may withdraw from the Federation during a thirty (30) day period beginning January 1st of each year. A copy of the withdrawal will be sent to the President or Vice President.

Section 5

The Federation shall indemnify and hold the Borough harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting same to the Federation pursuant to this Article.

ARTICLE XXII FEDERATION RIGHTS

Section 1

The Borough recognizes the right of the Federation to designate a President and Vice President to represent members with regard to all issues concerning this contract. These representatives may also represent members of the Supervisors Federation with their contract.

Section 2

The President and Vice President are the representatives of the Federation and, as such, will communicate with Bargaining Unit Members as necessary after working hours. Additionally, the President or Vice President will investigate and discuss with Management any work-site problems in accordance with the Grievance Procedure herein.

Section 3

The President or Vice President, after requesting permission and being granted approval from his/her supervisor prior to leaving job, shall be permitted to investigate, present and process grievances without loss of time or pay.

Section 4

The Borough will be advised in writing within one (1) week of the election of the names of the President or Vice President who have been authorized to act on behalf of the Federation.

Section 5

The Borough will notify the President or Vice President, in writing, of any promotions and transfers within five (5) days of this action.

Section 6

The Borough will provide the Federation with an updated list of covered employees, which shall be a copy of the salary and wage ordinance or contract.

Section 7

All written notification shall be made to the President or Vice President.

Section 8

The President or Vice President will be granted leave without pay for the purpose of attending to Federation business outside the premises of the Borough upon approval of the Borough Administrator.

Section 9

At the time promotional opportunities are posted, a copy will be sent to the President or Vice President.

Section 10

Notices of all job vacancies will be sent to the President or Vice President at the time they are posted. A copy of the job description will also be sent to the Federation at that time.

Section 11

The President or Vice President will be notified in writing at the same time as the employee of termination of employment and demotions.

Section 12

An outside consultant, hired by the Federation, shall be admitted to Borough premises on Federation business with the approval of management. He/she will have the opportunity to consult with employees in the unit before the start of the work shift, during lunch or breaks, or after completion of the work shift. Access to the premises for the purpose of holding meetings to organize workers shall not be given by the Borough to any employee organization other than the Federation, or to any officer or representative of any other organization for the purpose of communicating with employees in this unit.

**ARTICLE XXIII
MANAGEMENT RIGHTS**

Section 1

The Borough hereby retains the right to manage and control all departments whose employees are covered under this Agreement and in addition retains the right to direct the working force, hire, promote, transfer, discipline or discharge employees for just cause.

Section 2

The Borough, in accordance with the applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons, in order to maintain the efficiency of Borough operations entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Borough in any situation whatsoever.

**ARTICLE XXIV
NO STRIKE - NO LOCKOUT**

During the life of this Agreement, the Federation agrees that there shall be no strike of any kind, slowdown, sit-down, stay-in, boycott, picketing, work stoppage or any other type of organized interference, coercive or otherwise with the Borough's business, and further that the Federation will take every reasonable step to prevent its members from participating in any such activity, including but not limited to ordering all members who participate in such unauthorized activity to cease and desist from same immediately and to return to work. In cases of unauthorized activity described herein, the Borough may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the Borough agrees not to lockout or cause to be locked out any employee covered under the provisions of this Agreement.

If the above procedure is followed, the Federation, its officers and agents shall not be held liable for any such unauthorized acts.

**ARTICLE XXV
NONDISCRIMINATION**

Neither the Borough nor the Federation will discriminate against any employee or those seeking employment because of race, creed, color, sex or national origin, nor because of membership or non-membership in any church, society or fraternity.

**ARTICLE XXVI
FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

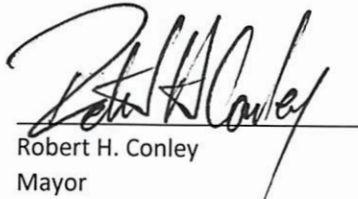
**ARTICLE XXVII
SEPARABILITY**


In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

**ARTICLE XXVIII
DURATION**

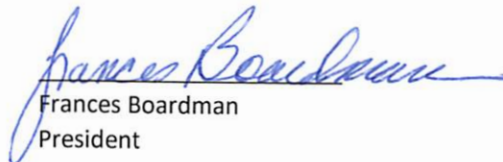
This Agreement shall be in full force and effect as of January 1, 2022 and shall remain in effect to and including December 31, 2025, without any reopening date.

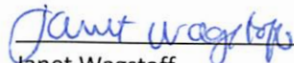
For
BOROUGH OF MADISON


Robert H. Conley
Mayor


Raymond M. Codey
Borough Administrator

For
MADISON EMPLOYEES FEDERATION


Frances Boardman
President


Janet Wagstaff
Vice President



ATTACHMENT A

State of New Jersey • Department of the Treasury

DIVISION OF PENSIONS & BENEFITS — HEALTH BENEFITS

P.O. Box 295, Trenton, NJ 08625-0295

**HEALTH BENEFITS CONTRIBUTION —
PERCENTAGE OF PREMIUM**

Note: You must use the active or retired members rate charts to first determine the full cost premium for the plan and coverage level you select. Then, use this chart to determine the percentage of the full cost for which you will be responsible.*

Annual Retirement Allowance Range	Single	Member/Spouse/Partner or Parent/Child	Family
Less than \$20,000	4.5%		
Less than \$25,000		3.5%	3%
\$20,000 - \$24,999.99	5.5%		
\$25,000 - \$29,999.99	7.5%	4.5%	4%
\$30,000 - \$34,999.99	10%	6%	5%
\$35,000 - \$39,999.99	11%	7%	6%
\$40,000 - \$44,999.99	12%	8%	7%
\$45,000 - \$49,999.99	14%	10%	9%
\$50,000 - \$54,999.99	20%	15%	12%
\$55,000 - \$59,999.99	23%	17%	14%
\$60,000 - \$64,999.99	27%	21%	17%
\$65,000 - \$69,999.99	29%	23%	19%
\$70,000 - \$74,999.99	32%	26%	22%
\$75,000 - \$79,999.99	33%	27%	23%
\$80,000 - \$84,999.99		28%	24%
\$80,000 - \$94,999.99	34%		
\$85,000 - \$89,999.99			26%
\$85,000 - \$99,999.99		30%	
\$90,000 - \$94,999.99			28%
\$95,000 and over	35%		
\$95,000 - \$99,999.99			29%
\$100,000 and over		35%	
\$100,000 - \$109,999.99			32%
\$110,000 and over			35%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits.

APPENDIX A

**BOROUGH OF MADISON
WAGE SCHEDULE BY JOB CLASSIFICATION
2022-2025 EMPLOYEE FEDERATION – WHITE COLLAR**

Title	Range
Accounts Clerk	2
Receptionist	2
Office Assistant	3
Parking Enforcement Officer	3
Senior Office Assistant	4
Financial Assistant I	7
Financial Assistant II	5
Deputy Tax Collector	5
Administrative Assistant	5
Technical Assistant to Construction Code Official	5
Administrative Official	7
Engineering Assistant	9

APPENDIX A

**BOROUGH OF MADISON
WAGE SCHEDULE BY JOB CLASSIFICATION
2022-2025 EMPLOYEE FEDERATION**

Supervisor Federation 2022 Salary Range

Position	Entry	Midpoint	Top
Sr. Citizen Coordinator	\$ 53,164	\$ 71,235	\$ 90,505
Utility Collector	\$ 61,138	\$ 80,015	\$ 100,091
Construction Code Official	\$ 81,600	\$ 117,428	\$ 154,200

White Collar Federation 2022 Salary Range

Range	Low	Midpoint	High
2	\$ 34,530	\$ 49,448	\$ 65,565
3	\$ 38,160	\$ 54,673	\$ 72,381
4	\$ 40,578	\$ 53,865	\$ 68,353
5	\$ 42,997	\$ 61,701	\$ 81,606
7	\$ 53,883	\$ 70,316	\$ 87,950
9	\$ 61,138	\$ 82,437	\$ 104,938

Supervisor Federation 2023 Salary Range

Position	Entry	Midpoint	Top
Sr. Citizen Coordinator	\$ 54,228	\$ 72,659	\$ 93,515
Utility Collector	\$ 62,361	\$ 81,615	\$ 103,293
Construction Code Official	\$ 83,232	\$ 119,776	\$ 158,484

White Collar Federation 2023 Salary Range

Range	Low	Midpoint	High
2	\$ 35,221	\$ 50,437	\$ 68,076
3	\$ 38,923	\$ 55,766	\$ 75,028
4	\$ 41,389	\$ 54,942	\$ 70,920
5	\$ 43,857	\$ 62,935	\$ 84,438
7	\$ 54,960	\$ 71,722	\$ 90,909
9	\$ 62,361	\$ 84,086	\$ 108,237

Supervisor Federation 2024 Salary Range

Position	Entry	Midpoint	Top
Sr. Citizen Coordinator	\$ 55,312	\$ 74,113	\$ 96,585
Utility Collector	\$ 63,608	\$ 83,248	\$ 106,559
Construction Code Official	\$ 84,897	\$ 122,172	\$ 162,854

White Collar Federation 2024 Salary Range

Range	Low	Midpoint	High
2	\$ 35,925	\$ 51,445	\$ 70,638
3	\$ 39,702	\$ 56,882	\$ 77,729
4	\$ 42,217	\$ 56,041	\$ 73,538
5	\$ 44,734	\$ 64,194	\$ 87,326
7	\$ 56,059	\$ 73,156	\$ 93,927
9	\$ 63,608	\$ 85,768	\$ 111,602

Supervisor Federation 2025 Salary Range

Position	Entry	Midpoint	Top
Sr. Citizen Coordinator	\$ 56,419	\$ 75,595	\$ 99,717
Utility Collector	\$ 64,880	\$ 84,912	\$ 109,890
Construction Code Official	\$ 86,595	\$ 124,615	\$ 167,311

White Collar Federation 2025 Salary Range

Range	Low	Midpoint	High
2	\$ 36,644	\$ 52,474	\$ 73,251
3	\$ 40,496	\$ 58,019	\$ 80,483
4	\$ 43,061	\$ 57,162	\$ 76,209
5	\$ 45,629	\$ 65,477	\$ 90,273
7	\$ 57,181	\$ 74,620	\$ 97,006
9	\$ 64,880	\$ 87,483	\$ 115,034